



**NATIONAL PHYSICAL LABORATORY**  
**(Council of Scientific & Industrial Research)**  
**DR. K.S. KRISHNAN MARG,**  
**NEW DELHI – 110 012**



**TENDER DOCUMENT**

**Name of Work: Job Contract for Maintenance & Up keeping of Horticulture Services at NPL Campus & NPL Staff Colony.**

Sale of Tenders from: 16/12/2014 to 5/1/2015 (upto 5:00 PM)  
Last date of Submission of Tender: 6/1/2015 (2:30 PM)  
Due Date of Opening of Tenders: 6/1/2015 (3:00 PM)

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Note: Tenderer should confirm receipt of all the pages (Total 29 pages) of this tender document. All the pages issued, are to be returned along with the requisite documents (photocopies to be self attested by the tenderer), duly signed and stamped by the tenderer, while submitting tender.

Tender issued to: \_\_\_\_\_  
\_\_\_\_\_

Tender Fee of Rs.500/- paid vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
issued by \_\_\_\_\_ Bank.

**SIGNATURE OF THE OFFICER  
ISSUING TENDER**

Earnest Money Deposit of Rs.1,00,000/- paid vide  
Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
issued by \_\_\_\_\_ Bank.

In case, the tender document is downloaded from our website, the tender fee of Rs.500/- should be paid through a separate demand draft which should be invariably enclosed with the Tender.

**Press Ad**



**NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**NOTICE INVITING TENDER, No. 2/2014 (Gen.)**

The Director, NPL invites tenders for the following work:-

<b>Name of Work</b>	<b>Tender Cost</b>	<b>Earnest Money</b>	<b>Contract Period</b>
Job Contract for Maintenance & Up keeping of Horticulture Services at NPL Campus & NPL Staff Colony	Rs.500/-	Rs.1,00,000/-	24 months

**The estimated yearly contractual value is approx. Rs.29 lakhs.**

The tender cost & earnest money are payable in the form of Pay orders/Demand Draft only drawn in favour of "The Director, NPL" payable at New Delhi.

**Sale of tenders from: 16/12/2014 to 5/1/2015 (upto 5:00 PM)**

Last date for submission of duly filled up tenders is **6/1/2015 upto 2:30 PM.**

Date and time of opening of tenders (Only Technical Bid): **6/1/2015 at 3:00 PM.**

For other details and complete tender document our website <http://www.nplindia.org> may be referred to/visited.

**Controller of Administration**



**NATIONAL PHYSICAL LABORATORY**  
**(Council of Scientific & Industrial Research)**  
**DR. K.S. KRISHNAN MARG,**  
**NEW DELHI – 110 012**



**DETAILED NOTICE INVITING TENDER**

On behalf of the Director, NPL sealed tenders are invited in the prescribed format under two bid system – Technical Bid (Part-I un-priced) & Financial Bid (Part-II priced) for the following work from the Contractors holding valid registration and licence under Contract Labour (Regulation & Abolition) Act, 1970; ESI Act 1948 and EPF Act 1952 and having Service Tax registration and who have successfully carried out or carrying out similar works for maintenance & upkeeping of Horticulture Services spread over more than 50 acres where the contractor supplied total no. of trained gardeners were 20 or more under a single contract in Govt./Semi-Govt./ Autonomous Bodies and/or for CSIR or its Laboratories/Institutes during last three years.

<b>Name of Work</b>	<b>Tender Cost</b>	<b>Earnest Money</b>	<b>Contract Period</b>
Job Contract for Maintenance & Up keeping of Horticulture Services at NPL Campus & NPL Staff Colony	Rs.500/-	Rs.1,00,000/-	24 months
<b>The estimated yearly contractual value is approx. Rs.29 lakhs.</b>			

Interested agencies fulfilling the above criteria may approach to Section Officer, General Section, Room No. 222, Main Building, NPL during working hours from 16/12/2014 to 5/1/2015 along with a written request for tender document and with tender cost in the form of DD/Pay Order from any scheduled bank in favour of Director, NPL and payable at New Delhi. The Section Officer will issue the tender document under his signatures. In case, the tender document is downloaded from our website, the tender fee of Rs.500/- should be paid through a separate demand draft.

The tenders, complete in all respects as per the instructions given in the detailed tender document, may be submitted along with the Earnest Money Deposit of Rs.1,00,000/- (in the form of a demand draft/pay order only) in a sealed cover addressed to The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi – 110012 upto 2:30 PM on 6/1/2015. The tenders (Technical Bid) will be opened on the same day at 3:00 PM in the presence of the tenderers or their authorized representatives who wish to be present. The tenders received without Tender Fee and/or EMD shall be summarily rejected. Offers by Fax/e-mail/Telegram will also be summarily rejected.

The Director, NPL reserves the right with himself to accept or reject in part or in full any or all the tenders received without assigning any reason thereof.

This detailed NIT and complete tender document are available on NPL website <http://www.nplindia.org> also.

**Controller of Administration**

## Scope of Work and related Specific Conditions

### A- Details of the garden area in NPL campus

S.No.	Garden No.	Garden Name and Location	Total Area ( Sqm)	Total Area ( acre)	Area of flower beds (Sqm.)	Area of Hedges/ edges (Rft.)
<b>VIP PARKS with permanent office accommodation (Garden No.1 -3, 7-8 &amp;11) = 3.51 Acres</b>						
1	1	Circle lawn in front of main bldg. Gate	1590.43	0.39	198.86	598
2	2	Front right hand side garden of main bldg.	2101.36	0.52	304.96	487
3	3	Front left hand side garden of main bldg.	3529.3	0.87	275.4	1088
4	7	TEC, front, back& side garden's	1620.32	0.4		4885
5	8	shisham lawn garden	2855.45	0.71	478.4	
6	11	Guest house front and back side garden lawn	2497.95	0.62	331.45	800
<b>MAIN PARKS (Garden No.4 -6, 9-10 &amp;12) = 09.74 Acres</b>						
7	4	Garden in front of main bldg. after circle lawn In between M. Road& IARI side Boundary wall.	10451.9	2.58	787.2	
8	5	Garden in front of Auditorium (Dr. A.R. Verma lawn) and side lawn	5138.32	1.27		134
9	6	Lawn backside of Auditorium & front of the library	346.97	0.09		
10	9	Director's Bungalow front,back and side garden & Backside of PID garden	17407.4	4.3	647	1736
11	10	Krishnan Vatika and Rose garden near bank	5988.02	1.48	469.8	600
12	12	Triangle garden Near main Car parking of main building	78	0.02		
<b>PLAY GROUND ( Garden No. 13-15) = 4.122 acres</b>						
13	13	Solar Lab ( Polymer Lab) and cricket/ volley ball ground	13806.2	3.42	52	
14	14	Left hand side of central workshop ( apposite the cricket/ volley ball ground)	1830.27	0.46		
15	15	Right hand side of central workshop (Near central store)	1043.56	0.26		
<b>NURSERY ( Garden No.16- Prestigious works) =1.98 acre</b>						
16	16	<b>NURSERY OF CAMPUS ( Garden No.16- Prestigious works)</b>	7977.68	1.98	470	881

17	17	<b>FOREST AREA ( BACKSIDE OF GUEST HOUSE)</b>	23211.4	<b>5.74</b>		
<b>PARKS ( Garden No. 18-21) = 2.159882 acres</b>						
18	18	PARK FROM DPEC & Carbon Lab to HRDG Guest House (CSIR Complex)	894	0.21		690
19	19	Left side park of guest house (near liquid hillium plant)	1666.69	0.41		
20	20	Park near DC High Volt. Lab, Civil section and HRD Guest (CSIR Complex) NPL.	297	0.07		551
21	21	Environmental park ( Near NPL periphery wall of the gate No. 3 )	5882.91	1.45		
<b>OPEN SPACES (Other extensive garden area near buildings, boundary walls and road sides- Garden No.22) = 19.9 acres</b>						
22	22	Transport section, Store yard,backside area of central sotre, backside area of DPEC and carbon block,acoustic block , under water lab, Gate No. 3 to GTU with parallel of boundary wall, RASD Hutment R.H.side of forest to thin film, backside of thin film, NPL club, semiconductor lab, liquid hillium plant, force standard back,front & side area of GTU,Boiler roomside near civil Building and metrology Building & Ulility block etc.	80599	19.9		
<b>Total Horticulture area of campus - 47.15 Acre</b>			190814	47.15		

#### B- Details of the garden area of NPL staff colony

S.No.	Garden No.	Garden Name and Location	Total Area ( Sqm)	Total Area ( acre)	Area of flower beds (Sqm.)	Area of Hedges/ edges (Rft.)
<b>PUBLIC PARKS ( Garden No.1 -3)</b>						
1	1	Central Park	5953.74	1.4712		
2	2	Children Park	2521.2	0.623		
3	3	Ganesh Uttasav Park	1025	0.2532		

		<b>PLAY GROUND AND OPEN SPACE(Garden No.4 -10)</b>				
4	4	Cricket ground ( Near Multistory Building)	7516.98	1.857		
5	5	Facing "B" and "C" Block play ground	3884.16	0.9598		
6	6	Facing JRF Hostel and TRSA play ground	4003.28	0.9892		
7	7	Between both DRSA block	388.22	0.0959		
8	8	Facing DRSA and SRSA block	377.195	0.0932		
9	9	Facing F and TRSA block	528.7	0.13		
10	10	Facing 1A and E block play ground	835.448	0.2064		
11	11	<b>Other area Near buildings, boundary walls and road sides area ( Garden No.11)</b>	90447.6	22.35		
		<b>Total Horticulture area of colony - 29.0826 Acre</b>	117482	29.083		

**C. Description of Works & job Requirements:-**

S. No.	Description of Works	Sl.	Job Requirements
1.	Day to day maintenance & upkeeping of intensive & extensive garden area in lawns, beds, pots, trees, hedges, edges, nursery and borders cutting & removing grass, grown up jungle, wild shrubs near boundary walls, roads & unutilized area etc. in NPL Campus & NPL Colony.	(1)	Complete maintenance of the entire NPL Campus & NPL Colony i.e. lawns, trees, shrubs, hedges, herbaceous border, shrubbery border, rosary, flower bed, foliage bed, potted plants, seed and nursery. Cutting & removing grass, grown up jungle, wild shrubs near boundary walls, roads & unutilized area etc. of NPL Campus & NPL Colony.
		(2)	Moving of lawns by lawn mower once in a fortnight. The surface will be leveled with hand roller after lawn mowing (weight of hand roller approx. 1 ton) if needed. The thickness of grass shall not be allowed to increase beyond 55-60 mm from the ground level.
		(3)	Weeding/Hoeing of flower beds at least once in fortnight. The grass shall be kept free from the unwanted weeds by de-weeding regularly.
		(4)	The existing lawn shall be scrapped and forked at least once in a year in the month of May/June.
		(5)	The scrapped surface area will be top dressed with 20-25 mm thick layer of cow dung manure of F.Y.M. or Neem cake and good earth mixture in a ratio of 1:3.
		(6)	The flower beds, winter season herbaceous border, summer season herbaceous border and pots are to be watered daily and have to be properly maintained i.e. cleaning of wild growth, whenever needed.
		(7)	Spreading of cow dung manure/FYM/Neem cake/Bone meal/Urea/DAP/MOP and good earth mixture at least once in a

		year in lawns and at least twice in a year in flower beds.
(8)		Spreading of insecticides, pesticides, weedicides, Herbicides and fertilizers in the flower beds and other trees/hedges/edges lawns and pots in lawn and nursery areas at least once in a month.
(9)		Plants, Shrubs and lawns shall be watered regularly or at least once in a week.
(10)		Growing of seeding of flowering plant for seasonal flowers in bed, pots & borders at least thrice in a year.
(11)		The required maintenance will be done as per the directions given by the Incharge Horticulture or any other designated Authority.
(12)		The minimum area of 2 to 2.5 ft. around the small trees/shrubs and 3.5 ft. for big trees shall be kept free from all kinds of weeds and disease throughout the year.
(13)		The hedges shall be cut twice in a month in a proper height and shape.
(14)		Gap filling and new plantation of trees, shrubs and creepers etc. with small species will be done by the Contractor without any extra charges as directed by the Officer In-charge. The plants and seeds will be provided by NPL
(15)		The hedge plants shall be regularly manured with well decomposed FYM/Neem cake or other Chemical fertilizers.
(16)		Maintenance and general upkeep of all the road side area, parks, lawns of all campus, collection, lifting, transportation and disposal of all horticulture wastes as per MCD regulations (at a site identified by NPL), including dead, dried, degenerated, fallen leaves, cut grass, foliage and branches of hedges, edges, shrubs etc. in the Campus & Colony.
(17)		Light pruning, trimming, thinning etc. must be done as per the guidelines of Govt. in consultation with the Incharge Horticulture. The proper maintenance of shape of the plants, trees and shrubs etc. to be kept after pruning. After pruning or clipping the pruned materials shall be disposed of at specified locations as per MCD guidelines.
(18)		Operation of four pumps daily to water the lawn, beds, pots, border areas etc. The pumps are located near guest house, at water storage tank in front of the main building boundary wall canal, near TEC building and at nursery in order.
(19)		Daily maintenance of nursery (approx. 5000 pot plants) which includes shifting of pots, potting, repotting, watering, painting and arrangement and decoration of pots/plants in Auditorium, conference rooms, guest house, Hostel, Reception, Director's Bungalow Visitor room, NPL Colony and at other places as instructed by the Incharge Horticulture.
(20)		Propagation of the annual/biennial/perennial plants.
(21)		Proper maintenance and upkeep of road and adjoining area and to ensure that these are free from grass and another waste materials.
(22)		Redevelopment/Renovation/Rejuvenation of old lawns.
(23)		Preparations of beds, flower beds, planting of plants, seeds,

			seedings, Hedges, edges, shrubs and trees etc.
		(24)	Preparations, plantations and maintenance of beds, Amateur gardens, pots, hedges, edges, lawns, shrubs and trees at Director's Bungalow.
2.	Decoration and arrangement of flower vases with flower & foliage in Auditorium, all Conference Rooms, Guest House, Reception, Director Office, Visitor room etc. daily and as when required.		
3.	White washing trunks of trees, growing in the lawns, parks, grounds and avenues at least twice a year.		
4.	Removal and uprooting of the wild vegetation of grass and cleaning near buildings, boundary walls, back side of NPL Guest House jungle and road side area of NPL Campus and NPL Colony, at least four times a year.		
<b>The above works shall be done more occasionally, if required.</b>			

**D. Specific Conditions :**

1. The Contractor will daily provide not less than average 18 unskilled workers (Gardeners/Malis) and 01 Supervisor (Semi-Skilled Gardener/Mali) for horticulture work. Before deployment of workers, their gardening skills will be checked by the In-charge, Horticulture. The actual nos. of workers may vary as per the requirements of NPL. The Contractor shall provide the full strength of workers from the day of commencement of work order/contract. Any shortfall in the attendance will lead to a penalty of deduction upto a maximum of 10% of the total amount of bill for the particular month.

**2. The Contractor shall bring his own new workers. Workers who worked at NPL under any previous contractor shall not be deployed in any case.**

3. The services of the workers are required on all days from Monday to Saturday irrespective of the holidays falling in between. However, three National holidays (26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October) will be admissible. General duty timings of the contractor's workers shall be 8:30 AM to 5:00 PM, with lunch break from 12:30 PM to 1:00 PM. Sunday shall be an off day for all workers. The Contractor shall not employ any staff for more than 08 Hours a day. In case of shift duty, each shift will be of 08 Hours only. Further, the Contractor shall deploy his staff in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, should not violate the relevant provisions of Shops and Establishment Act or any other applicable Act/Law.

4. The Contractor shall report to In-charge, Horticulture, NPL to take instructions from him for the work.

5. The Contractor will supervise the work of his workers either directly himself or through Supervisor or through a mechanism devised by him. All the Contractor's workers shall report to the Contractor.

6. The designated officials of NPL are entitled to carry out surprise checks to check the work being done.

7. The Contractor should give special attention to the lawns, flower beds and other beds particularly in garden Nos. 1 to 12, 16, 18 and Metrology block garden in Campus



& Garden No. 1 to 4 in NPL Colony.

8. Most of the Horticultural work is based on nature and time bound. The Contractor shall complete the work as and when required and as per the directions of In-charge, Horticulture, NPL.

9. All the workers shall wear neat and clean uniform.

10. The Contractor should ensure the safety of seedlings from peacocks and other birds during the seedling season by providing mesh etc.

11. The workers of the Contractor shall not be below the age of 18 years and above the age of 50 years.

12. NPL will provide all the required consumable items such as manures, fertilizers, seeds, pesticides, tools & plants etc. to the Contractor for in-house use.

## **Instructions to Tenderers and General terms & conditions of the Job Contract**

### **1. General**

1.1 Council of Scientific & Industrial Research (CSIR) is a premier public funded research & development organization in the country (refer website <http://www.csir.res.in>). National Physical Laboratory, New Delhi (refer website <http://www.nplindia.org>) is a constituent laboratory of CSIR and is engaged in basic and applied research in the fields of Physics. NPL is the custodian of national standards of India.

1.2 Sealed tenders are invited from eligible Contractors, by Director, NPL, New Delhi on behalf of CSIR for "**Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus & NPL Colony**". **The estimated yearly contractual value is approx. Rs.29 Lakhs.**

1.3 In order to be an eligible tenderer, the contractor must be holding valid registration and licence under Contract Labour (Regulation & Abolition) Act, 1970; ESI Act 1948 and EPF Act 1952 and having Service Tax registration and must have successfully executed/completed similar works for maintenance & upkeeping of Horticulture Services spread over more than 50 acres where the contractor supplied total no. of trained gardeners were 20 or more under a single contract in Govt./Semi-Govt./Autonomous Bodies and/or for CSIR or its Laboratories/Institutes during last three years.

1.4 Tenderers are required to produce proof of fulfilling the above conditions along with copies of Service Tax registration, valid labour licence issued by appropriate authority under Contract Labour (Regulation & Abolition) Act, 1970; ESIC, EPF, Service Tax registration no. and completion certificates while making request for issue of tender document.

1.5 The duration of the contract is for a period of two years from the date of commencement/award, which may be extended further on mutually agreed terms and conditions.

1.6 The Director, NPL reserves the right to cancel/terminate the contract at any time during the currency of the contract, without assigning any reasons thereof, after giving one months notice to the contractor. The contractor on his part will have to give two months notice.

1.7 If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Performance Security shall be forfeited without any claim whatsoever and the contractor is liable for action as appropriate under the extant laws.

1.8 Canvassing in connection with the tenders is strictly prohibited and the tenderer resorting to canvassing will be liable for rejection on that ground alone.

1.9 The tenderer shall not be permitted to tender for work in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and

Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family; or (b) they are husband & wife, or (c) the one is related to the other in the following manner: Father, Mother (including step mother), son (including step son), Son's son's son. Son's son's wife, son's daughter, son's daughter's son's wife, daughter's daughter, daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

**2. Issue of Tender Document** - The Interested contractors fulfilling the above criteria may approach to Section Officer, General Section, Room No. 222, main Building during working hours from 16/12/2014 to 5/1/2015 along with a written request for tender document and tender cost (non refundable) in the form of DD/Pay order from any scheduled bank in favour of Director, NPL, an payable at New Delhi. In case, the tender document is downloaded from our website, the tender fee of Rs.500/- should be paid through a separate demand draft which should be invariably enclosed with the Technical Bid (Part-I un-priced). The tenders received without Tender Fee shall be summarily rejected.

**3. Submission of Tender** - The tenders complete in all respects as per the instructions given in the detailed tender document may be submitted along with the Earnest Money Deposit of Rs.1,00,000/- (in the form of a demand draft only) in a sealed cover addressed to The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi – 110012 upto 2:30 PM on 6/1/2015. The envelope containing the tender should be marked on top "**Tender for Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus & NPL Staff Colony**". The technical bids received without Tender Fee and/or EMD shall be summarily rejected. Offers by Fax/e-mail/Telegram will also be summarily rejected. NPL will not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays. Tenders received after due date/time will be returned back in the unopened condition. Incomplete, conditional tenders and fax/e-mail/telegraphic tenders will be rejected summarily.

**4. Precautions while filling the Tenders** - The tenderers while filling the tenders should take care of the following:-

4.1 Before tendering, the tenderer must go through the entire tender document and visit the site at NPL Campus and Colony to acquaint and satisfy himself about the conditions prevalent there. No claim on this account shall be entertained by NPL under any circumstances subsequently.

4.2 The Technical Bid (Part-I un-priced) envelope must have all the essential documents as stated in the Annexure(s) A, B, C & Tender fee and/or EMD of this tender document, failing which the tender will be deemed as non-responsive and disqualified for further evaluation. Photocopies of all the documents attached with the tender should be self attested by the tenderer.

4.3 **Financial Bid envelope (Part-II priced) (Annexure E)**, should be sealed with wax/tape and consist of only the format of Financial Bid appended to the tender documents showing the percentage of service charge on minimum wages as other liabilities like minimum wages, ESIC, EPF, Bonus, Service Tax etc. will be reimbursed in terms of notifications of NCT of Delhi/Govt. of India, issued from time to time. The rates should be quoted both in words and figures. CSIR-NPL holds no liability to increase the rates after their acceptance due to any reason whatsoever.

4.3.1 Previously, it has been experienced that due to very low quoted rates of service charges, contractors failed to provide good services. **Therefore, the tenderers must ensure that service charges quoted should not be unreasonably low.** Contractors, before quoting for service charges for the work must take into consideration various aspects such as deduction of Income Tax at source, other expenses to run the establishment, payment of statutory charges to contract workers as well as to the State / Govt./ Statutory Bodies, supply of Photo Identity Cards, maintenance of proper record at site & other related things/documents.

4.4 On check if it is found that there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:-

4.4.1 When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.

4.4.2 When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.

4.4.3 When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

4.5 All overwritings/corrections should be duly signed by the tenderer.

4.6. All the pages of this tender document need to be duly signed and stamped by the Contractor with date as a token of having accepted the same.

5. **Opening of Tenders** - The Technical Bids (Part-I un-priced) only shall be opened on 6/1/2015 at 3:00 PM in Conference Room, Main Building in the presence of Tenderers or their authorised representative(s) who wish to be present. These Technical Bids will be evaluated by a duly constituted Committee. The Financial Bids (Part-II Priced) of only those tenderers, whose Technical Bids are found responsive enough will be opened at a later date and time to be informed by CSIR-NPL. The Financial Bids of the non responsive tenderers will be returned to the respective parties at a later date.

6. **Evaluation of Tenders** - For evaluation of bids under this contract, the lowest tenderer (L-1) will be decided keeping in view the component of profit margin in the form of Service Charges quoted by the prospective bidders, as the Contractor is liable to pay

minimum wages (as notified by Govt. of NCT of Delhi) plus the Statutory taxes / dues like ESI, EPF, Bonus, Service Tax etc.

6.1 As cost components like Minimum Wages, ESI, EPF, Bonus, Service Tax etc. are constant in view of Govt. rates / regulations, this contract will be finalized on the basis of least Service Charges quoted by the tenderer. In case, the Service Charges quoted by two or more agencies are equal, L1 will be decided by considering the highest no. of valid works, as described in Annexure-B, as submitted by the bidders in a separate sheet. In case, L-1 cannot be decided at this stage as per the above criterion, the total contract amount of all the completed valid works done by bidders in the last three years ending last day of March of the current year, shall be considered and the bidder having highest total contract amount, will be considered as the L-1 for the purpose of award of work.

## **7. Earnest Money Deposit**

7.1 Each tender must be accompanied with an Earnest Money (EMD) in the form of a demand draft of Rs.1,00,000/- (Rs. One Lakh Only) drawn on any Bank in favour of "The Director, NPL" payable at New Delhi. EMD will not be accepted in any other form. At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus & NPL Staff Colony". Technical Bids submitted without EMD shall not be evaluated or considered.

### **7.2 The earnest money will be forfeited**

7.2.1 If the Tenderer withdraws his Tender during the period of Tender validity.

7.2.2 If the successful Tenderer fails to:

- (a) Sign the contract or to furnish the performance security in accordance with General terms and conditions of contract within the stipulated date.
- (b) Comply with all the terms and conditions of the agreement.
- (c) Comply with the rules and regulations set forth by Govt. and applicable to this Job Contract.

7.3 Return/refund of EMD to the unsuccessful/non-responsive Tenderers will be made normally within 30 days after the successful award of tender. No interest shall be payable on it under any circumstances.

8. **Validity of Tender** - The Tenders submitted shall remain valid for a period of six months from the date of opening of tenders. Validity after this period will be as per the mutual consent of the tenderer and NPL.

## **9. Acceptance of Tender:**

9.1 Director, NPL is not bound to accept the lowest tender. He also reserves the right to award the work to more than one Contractor depending upon urgency and requirement.

9.2 Director, NPL reserves the rights to accept one or more Tenders in part or in full or reject any or all Tenders in part or full without assigning any reasons thereof.

9.3 Director, NPL reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR, or with any central or state government agencies.

## 10. Award of Tender

10.1 The Director, NPL will award the contract to the successful evaluated contractor whose tender has been found to be responsive enough and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document.

10.2 NPL will communicate to the successful bidder by letter delivered through **“Registered Post/Speed Post”** that his tender has been accepted. This letter (hereafter and in the condition of contract called the “Award Letter”) shall prescribe the amount or rates which are payable to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

## 11.0 Performance Security

11.1 The successful Tenderer shall be required to furnish a performance security of Rs.2,00,000/- (Rs. Two Lakh Only) within fifteen days after receipt of Award Letter in the form of a Bank Guarantee/FDR from any Bank in favour of “The Director, NPL” and valid for a period of sixty days beyond the date of completion of contract period.

11.2 The performance security in the form of a Bank Guarantee/FDR shall be discharged/ returned after expiry and successful completion of the contract. In case of non-execution of the contract, in part or in full, the performance guarantee shall be forfeited, after giving due notice to the Contractor in respect of the defective/improper performance/execution or breach of any of the terms of the contract etc.

11.3 Any sum of money due or payable to the Contractor, including the performance security refundable to him under the contract, may be apportioned by NPL against any amount of loss caused/penalty imposed on the Contractor, which the Contractor may owe to NPL/CSIR under this contract or any other contract or transaction.

12. **Signing of contract** - The successful Tenderer shall present himself for signing the contract (Annexure D) within two weeks after receipt of Award Letter from NPL. Commencement of the Job Contract shall be made by the Contractor in accordance with the time schedule specified in the Award letter issued by NPL.

13. The successful tenderer shall provide to NPL the list having Names, Date of Birth, Qualification and Experience details of the staff to be deployed at NPL. All of them shall be medically fit. All staff deployed by the Contractor shall have Plastic/Laminated photo identity cards issued by the Contractor and duly verified by NPL so that entry is restricted to only legitimate persons to NPL premises. The police verification for such staff shall be done before deployment in the Centre. Any worker found without identity card will not be permitted to enter the premises. The staff will always display the Identity Card on person. The staff will always be in neat and clean uniform.

14. The Contractor shall have a valid labour licence under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971. He shall continue to have a valid license until the completion of work. The Contractor shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923 etc. or the modifications thereof or any other laws relating there to and the rules made there under from time to time. Any site licence, if required from local authorities/bodies will have to be obtained by the Contractor at his own cost. The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labour laws. The Contractor shall also produce these records on demand by CSIR/NPL. If he fails to do so, his failure will be a breach of the contract and NPL may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Acts. **In nut shell, the Contractor shall comply with the provisions of various labour laws and rules thereunder in toto and CSIR/NPL shall have the right to check the relevant documents.**

15. It is the responsibility of the Contractor to make payment to his workers latest by 7<sup>th</sup> of every calendar month. The Wages shall not be less than the minimum wages under the minimum wages Act applicable for Delhi / Central Government, whichever is higher. The Contractor shall make payment of wages, etc. to the persons so deployed in the presence of representative of the NPL and shall on demand furnish copies of wage register etc. to NPL for having paid all the dues to the persons deployed by him for the work under the Contract. The contractor shall also comply with the labour regulations regarding payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.

16. The Contractor shall have the legal status of an independent Contractor. The Contractor and his staff or any person deployed by the Contractor in the performance of the services under the present job contract shall be the employees of the contractor for all intents and purposes and shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer or employee between the said persons and the CSIR/NPL shall accrue/arise implicitly or explicitly. The Contractor shall keep CSIR/NPL indemnified from any liability arising on this account.

17. Internal organizational problems of the Contractor and the deployed staff will be resolved by the Contractor at his own end without disturbing the peace & tranquility and involvement of the NPL. Occurrence of such incident(s) will lead to termination of the Contract along with forfeiture of Performance Security.

18. The contractor shall be required to maintain permanent attendance register/roll within NPL premises which will be open for inspection and checking by the authorized officers of NPL.

19. **EPF/ESIC** : It shall be the responsibility of the contractor to deposit EPF & ESIC contribution in respect of all the workers deployed at CSIR-NPL under the contract to the concerned authorities on regular/monthly basis and in the local bank authorized for the purpose, within the stipulated time as prescribed under the rule. In addition to this the contractor shall produce EPF/ESIC individual account nos. of his personnel deployed under the contract within one month from the date of commencement of the contract, failing which appropriate action will be initiated by the Laboratory and no claim for reimbursement of payment shall be entertained. Further, the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CSIR-NPL in their respective names. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
20. CSIR-NPL shall reimburse the amount of service tax deposited by the contractor with the appropriate authorities. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
21. The contractor shall also be responsible to provide other benefits to the workers engaged by him under the Social Welfare Legislation Acts like Bonus etc. as admissible under the rules and CSIR-NPL shall not be responsible for any claims of staff engaged by the contractor.
22. Any compensation for disengagement on account of death, disability of any worker deployed at CSIR-NPL, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.
23. The contractor or workers engaged by him will not be on the payroll of CSIR-NPL and will not be entitled to any benefit as applicable to the employees of CSIR- NPL.
24. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of Performance Security.
25. The Contractor will if required, have to arrange accommodation for his staff. NPL will not provide any accommodation.
26. The contractor or his workers shall not misuse the NPL premises for any purpose other than for which job contract is awarded.
27. Payment of enhancement/escalation on account of revision in Minimum wages by the appropriate Govt. from time to time shall be payable by NPL to the contractor.
28. Deductions of Income Tax and any other Govt. Taxes, as applicable from time to time, shall be deducted at source from monthly bills of the contractor.
29. For any point not covered in this tender document or under the agreement, the decision of the Director, NPL shall be final and binding on the Contractor.
30. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically



provided under this agreement, the same shall be referred to sole arbitration by the Director General, Council of Scientific & Industrial Research, or an Arbitrator appointed by him specifically for resolution of dispute / difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act 1996 and any amendments thereof.

31. **E-Payment** – The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payments [i.e. ECS – Electronic Clearance System/National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS)/Net Banking] by crediting the payment directly to the account of Contractor.



**NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**Name of Work: Job Contract for Maintenance & Up keeping of Horticulture Services at NPL Campus & NPL Staff Colony.**

**DETAILED STATUS OF THE FIRM**

1. Name of the firm \_\_\_\_\_  
(Attach Company profile)
2. Labour Licence No. \_\_\_\_\_  
(Under Contract Labour Act, attach copy)
3. Valid upto \_\_\_\_\_
4. EPF Registration No. \_\_\_\_\_  
(Attach copy)
5. ESIC Registration No. \_\_\_\_\_  
(Attach copy)
6. Service Tax Regn. No. \_\_\_\_\_  
(Attach copy of Registration Certificate)
7. PAN No. \_\_\_\_\_  
(Attach copy)
8. RTGS Details \_\_\_\_\_
9. Any other document considered necessary \_\_\_\_\_  
(Attach copy)

**SIGNATURE AND STAMP OF THE CONTRACTOR  
with date**



**NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**Name of Work: Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus & NPL Colony**

**PROOF OF SIMILAR WORKS**

1. Kindly provide Award letters and Performance Certificates in respect of similar works for maintenance & upkeeping of Horticulture Sevices spread over more than 50 acres where the contractor supplied total no. of trained gardeners were 20 or more under a single contract in Govt./Semi-Govt./ Autonomous Bodies and/or for CSIR or its Laboratories/Institutes during last three years.

2. Clearly give the following details in brief in r/o each of the above contracts (please use separate pages for each contract, one page should have brief details of only one contract):-

- (a) Name of the Work
- (b) Address & contact details of the organisation and officer concerned
- (c) Start Date
- (d) Completion Date
- (e) Total Contractual Value of the Work
- (f) Average No. of Supervisors and Gardeners/malis Supplied
- (g) Remarks, if any.

3. Kindly provide above details in r/o similar current contract(s), if any, on a separate page.

4. An undertaking to the effect that the firm has never defaulted in remitting ESI, EPF & Service tax to the concerned govt. agencies/authorities (Format of undertaking is enclosed as Annexure “C”).

**(Failure to comply with the above stipulations will disqualify the tenderer from further evaluation at his/her own risk.)**

**SIGNATURE AND STAMP OF THE CONTRACTOR  
with date**

**TO WHOMSOEVER IT MAY CONCERN**

Certified that the firm has never defaulted in remitting ESI, EPF and Service tax to the concerned govt. agencies/authorities.

**Signatures alongwith stamp\_\_\_\_\_**  
**(Signature of Proprietor/Authorized signatory)**

Date:

Place:

On a Non-judicial Stamp Paper of ₹ 100/-

**AGREEMENT FOR JOB CONTRACT FOR MAINTENANCE & UPKEEPING OF  
HORTICULTURE SERVICES AT NPL CAMPUS & NPL COLONY**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

**M/s. \_\_\_\_\_ (name and address of the firm)** (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its and assigns of the OTHER PART.

WHEREAS the CSIR is desirous of giving a job contract for providing the “**Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus and NPL Colony**” at National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi-110012, which is a constituent unit of CSIR (hereinafter referred to as NPL/Lab.) and whereas the Contractor has offered to provide the “Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus and NPL Colony” on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and/or formalities which are required to be fulfilled under the said Act or any amendment thereof for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the CSIR. The Contractor shall be solely liable for any violation of the provision of the said Act or any other Act.

WHEREAS CSIR has agreed to award the job contract of work of **Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus and NPL Colony**” hereinafter mentioned as work assigned details of which are given at page number 5 of tender document.

AND WHEREAS the Contractor has agreed to furnish to the CSIR/NPL a security deposit of Rs.2,00,000/- (Rs. Two Lakh Only) by way of Bank Guarantee/FDR \_\_\_\_\_ in favour of Director, NPL, issued by \_\_\_\_\_ and valid upto \_\_\_\_\_ (26 months’ period).

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

**A. GENERAL CONDITIONS:-**

1. That it is expressly understood and agreed between the parties to this Agreement that the person deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR/NPL shall accrue/arise implicitly or explicitly.

2. That on taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Director of the Lab. or his nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Director, NPL for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director, NPL or the officer designated by the Director, NPL in this respect from time to time.

3. That the Director, NPL or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.

4. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab. in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director, NPL in case of any of the aforesaid acts on the part of the said person.

5. The tender dated \_\_\_\_\_ submitted by the Contractor and NPL Award letter No. \_\_\_\_\_ dated \_\_\_\_\_ form an integral part of this agreement in toto.

## **B. CONTRACTOR'S OBLIGATIONS:-**

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned in the tender document in consultation with the CSIR-NPL.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance on their duty.
3. That the Contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Lab. for the purpose of proper identification of the employees of the Contractor deployed for the work. He shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the Contractor shall at his own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CSIR-NPL and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and / or any other rules/regulation and / or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations any of the obligations hereunder and/or under are any of these, the CSIR shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of CSIR-NPL.
8. That the Contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NPL and shall on demand furnish copies of wage register/muster roll, etc. to NPL for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages,

recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NPL buildings in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.

10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR/NPL.

11. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed thereunder, as amended from time to time. The Contractor shall pay monthly wages to his workers at the rate of minimum wages fixed by the Delhi Government.

12. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, NPL a sum as may be claimed by NPL/CSIR.

13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Lab./Instt. and ensure that no such person shall create any disruption/hindrance/problem of any nature in Lab./Instt. either explicitly or implicitly.

14. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

15. The security will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

**C. CSIR'S OBLIGATIONS:**

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid \_\_\_\_\_ on monthly basis. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the Contractor and duly certified by the officer designated by Lab. in this regard.



2. That the aforesaid amount has been agreed to be paid by CSIR/NPL to the Contractor.

3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CSIR/NPL to the Contractor.

4. That the CSIR/NPL shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

**D. INDEMNIFICATION:**

1. That the Contractor shall keep the CSIR/NPL indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR in made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

2. The Contractor shall further keep the CSIR/NPL indemnified against any loss to the CSIR/NPL property and assets. The CSIR/NPL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

**E. PENALTIES/LIABILITIES:**

1 That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR-NPL in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

3. The security money so deposited shal be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the CSIR/NPL on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

## **F. COMMENCEMENT AND TERMINATION:**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of two years i.e. upto \_\_\_\_\_. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
  - a. On the expiry of the contract period as stated above
  - b. By giving one month's notice by CSIR/NPL on account of:
    - (i) committing breach by the Contractor of any of the terms and conditions of this agreement;
    - (ii) assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the CSIR/NPL.
  - c. On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for CSIR/NPL.

## **G. ARBITRATION**

1. In the event of any question, dispute/difference arising under the Agreement or in connection herewith (except as to matters, the decision of which is specially provided under this Agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.
2. The award of the Arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director General, CSIR shall mean and include an acting/officiating Director General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration and conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS  
ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.**

For and on behalf of Contractor

\_\_\_\_\_

For and on behalf of  
Council of Scientific & Industrial Research  
Anusandhan Bhawan, 2, Rafi Marg,  
New Delhi – 110001

WITNESSES

1.

2.



**NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**Name of Work: Job Contract for Maintenance & Upkeeping of Horticulture Services at NPL Campus & NPL Colony.**

**FORMAT OF FINANCIAL BID  
(Rates should be quoted in both words and figures.)**

**Note:** The actual numbers of Supervisors and unskilled workers (gardeners/malis) may vary as per the requirements of NPL.

As the Contractor is liable to pay minimum wages (as notified by Govt. of NCT of Delhi) plus statutory taxes / dues like ESI, EPF, Bonus, Service Tax etc., the Tenderer has to quote rate of service charge only. A specimen of wage structure (annexure F) is enclosed for information. The payment will be made strictly on the basis of wage structure.

	<b>Percentage of Service Charges (On Minimum Wages)</b>	<b>Percentage in Words</b>
Semi-Skilled Worker/Supervisor (Gardener/Mali)		
Unskilled Worker/ (Gardener/Mali)		

**Annexure F****SPECIMEN WAGE STRUCTURE**

<b>Sl.</b>	<b>Particulars</b>	<b>Semi-Skilled Worker</b>	<b>Unskilled Worker</b>
1	Minimum Wages (in short MW)	Rs.9542.00	Rs.8632.00
2	ESIC (4.75% of MW)	Rs.453.24	Rs.410.02
3	EPF, Administrative Charges (13.61% of MW)	Rs.1298.66	Rs.1174.81
4	Service Charges in % (on minimum wages)	Will be calculated on minimum wages mentioned in S. No. 1	Will be calculated on minimum wages mentioned in S. No. 1
5	Bonus at applicable rates, if any	At specified rate	At specified rate
6	Total	S. Nos. 1 to 5	S. Nos. 1 to 5
7	Service Tax on total (at prevailing Govt. rates) (12.36%)	S. No. 6 X 12.36%	S. No. 6 X 12.36%
8	Grand Total	S. Nos. 1 to 7	S. Nos. 1 to 7